

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

ACT 312 ARBITRATION

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3/13/85

In the Matter between:

MAR 25 1985

CITY OF ROSEVILLE

-and-

No. D83 F-1695

ROSEVILLE FIREFIGHTERS ASSOCIATION,
LOCAL 1614, I.A.F.F.

//

OPINION AND AWARD OF THE ACT 312 PANEL

Panel:

~~Elaine Frost, Impartial Chair~~
Thomas B. Van Damme, Employer Delegate
Mickey Bronson, Union Delegate

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Appearances:

For the City: J. Russell LaBarge, Jr., Attorney

For the Association: George H. Kruszewski, Attorney
Joseph Tocco, Chief Negotiator
Benjamin F. Foronato, Negotiating Team
Fred Schaefer, Negotiating Team
Ronald H. Flechsig, Negotiating Team

Called by the Association:

Thomas May, Firefighter and Association Secretary
Paul Rener, Lieutenant
Michaeline Czerniak, Legal Assistant

Called by the City:

Moreley Lawrence Ireland, Sr., Chief
Thomas B. Van Damme, City Manager
John Knapp, Controller
Jeanne A. Riesterer, Mayor

Frost, Elaine

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Roseville, City of

INTRODUCTION

After attempting to negotiate and then to mediate a successor contract to the 1981-83 Agreement between the City of Roseville and Local #1614, Roseville Firefighters Association, the Association filed a petition on July 25, 1984 for arbitration under Act 312, Public Acts of 1969, as amended. The Michigan Employment Relations Commission (MERC) appointed the impartial chair on September 26, 1984 and a pre-hearing conference was subsequently held on October 16, 1984. Between the pre-hearing conference and the hearing, the parties agreed that the contract before the '312 panel would be three years in duration, from July 1, 1983 to June 30, 1986. The hearing was held on November 30, 1984 and December 14, 1984. The panel met in executive session immediately after the hearing as well as on January 14, 1985, March 4, 1985 and March 13, 1985. All conferences and hearings were held at the MERC offices in Detroit, Michigan.

Throughout the proceedings the parties entered into a number of stipulations. Except for those limited to the procedures under which the hearing was held, the stipulations are:

1. The parties waive any time limit requirements in the statute, retrospectively and prospectively.
2. The panel composed of Elaine Frost as Chair, Mickey Bronson as Union delegate and Thomas Van Damme as City delegate is properly impaneled.
3. There is no challenge to the jurisdiction of the panel to hear the issues set forth below.
4. The 1981-83 Agreement, as extended, will continue to be the parties' collectively bargaining contract except as amended by the T/A'd changes which are include in Union Exhibit No. 2 and City Exhibit No. 3, starting from the words on page 3: "Addition to Section 22, EMT's, Paragraph C," and proceeding to the end of City Exhibit No. 3, on page 4, and except as amended by the decision of the Panel on the issues before it.
5. The comparables for all issues are: Clinton Township, East Detroit, Harper Woods, Harrison Township, Mt. Clemens, St. Clair Shores, Sterling Heights and Warren.

6. The issues before the panel are:

- 1) 1983-84 Wages - Economic
- 2) 1984-85 Wages - Economic
- 3) 1985-86 Wages - Economic
- 4) Cost of Living - Economic
- 5) Promotions - Noneconomic

7. The parties' last best offers (LBO's) on wages are:

	<u>1983-84</u>	<u>1984-85</u>	<u>1985-85</u>
City	0%	6%	\$1,500
Union	3%	8%	7%

Each year's offer by each party is independent and shall apply to the June 30th wage rate for the prior year regardless of which party's offer is accepted by the 312 panel for the prior year.

The parties also agree that the provisions of Article VIII, §1B are not changed by these last best offers.

I. WAGES: July 1, 1983 - June 30, 1984

UNION'S LAST BEST OFFER: 3% retroactive to 7/1/83

Result if accepted: Pipeman - 48 Months \$24,281

CITY'S LAST BEST OFFER: 0%

Result if accepted: Pipeman - 48 Months \$23,574

BASE WAGE

The last time the parties resolved their contract through an Act 312 award was for the 1977-78 contract year. (W. Dance, Chair)(10/24/78). That award, accepting the Association's LBO of 7% on wages, resulted in Roseville¹ firefighters being ranked fifth out of eight comparable communities. (There is is no evidence as to how Roseville ranked prior to that award or for the five years from 1978-79 through 1982-83).

1/ The other comparable communities used for the 1977-78 award were: East Detroit, Fraser, Harper Woods, Mt. Clemens, St. Clair Shores, Sterling Heights and Warren.

According to the Association, the respective base rates for firefighters in the comparable communities for 1983-84 are:

Clinton Twp. (U-LBO)	28,060
Sterling Heights	27,754
Harrison Township	27,518
Harper Woods	27,286
Warren	27,186
Clinton Twp. (ER-LBO)	26,673
St. Clair Shores	26,490
Mt. Clemens	24,373
ROSEVILLE (U-LBO)	24,281
ROSEVILLE (ER-LBO)	23,574
East Detroit	22,640

According to the City, the 1983-84 comparables wage rate average is ² \$25,811. This is \$2237 above its LBO and \$1530 above the Association's LBO. Roseville will rank 8th under either offer.

The percentage increases paid to other Roseville collective bargaining units in 1983-84 were:

Patrol	Police Sgts/Lts	Local 520 GS-2	Clerical GSC-3	Supervisor Group I
0%	0%	0%	0%	.1%
Act 312 Award	Act 312 Award	Negotiated	Negotiated	Negotiated

As a result of an Act 312 award, the Roseville police officers' base rate for 1983-84 is \$24,176. (MERC No. D83 C-666 POAM)(6/30/84, Chair, B. Klein). This is \$602 more than the City's LBO and is \$105 less than the Association's LBO. ³

TOTAL COMPENSATION

As a result of the parties' 1977-78 Act 312 award, the relative ranking based on total compensation placed Roseville firefighters third out of

2 / The City's computation does not use any figure for Harper Woods and it uses the 1981-82 figure of \$24,714 for Clinton Township.

3 / The police officers received a \$1,800 P.S.O. bonus in 1982-83 and a \$1,500 P.S.O. bonus in 1981-82 for which they performed no extra work. The Act 312 award for 1983-84 did not reflect the amount of the bonus. It, therefore, froze the police officer's base wage at less than the compensation received in 1982-83.

eight comparable communities. In the present case both parties compute the total compensation for the respective LBO's for 1983-84. But, they disagree on the amount of total compensation provided by either LBO.⁴ According to the City, its LBO will provide \$27,919 in total compensation while the Association contends it provides \$27,860 (\$59 less).⁵ The Association also calculates total compensation under its LBO which comes to \$28,664.

According to the City, the average total compensation for the comparables is \$29,485 or \$29,293 (depending on inclusion or exclusion of Warren's advanced EMT bonus). This average is either \$1566 or \$1374 more than the total compensation provided by its LBO.⁶ The cities used in arriving at this average and the total compensation amounts used are, in ranked order:

Sterling Heights	31,165	
Warren	31,165	(Includes 1,340 advanced EMT)
St. Clair Shores	31,019	
Harrison Twp.	30,859	
Mt. Clemens	28,349	
ROSEVILLE (C-LBO)	27,919	
Clinton Twp.	27,720	
East Detroit	26,117	

The Association's average total compensation for comparables is \$29,494 (excluding Roseville) and \$29,838 (including Roseville). This average is either \$830 or \$1174 above its own LBO and \$1634 or \$1978 above the City's LBO. The comparative data on which it relies, in ranked order, is:

Clinton Twp. (U-LBO)	31,216
Sterling Hts.	31,165
St. Clair Shores	30,525
Harrison Twp.	30,359
Harper Woods	29,851

4/The parties exhibits use the same components of the total compensation for a ten-year pipeman: base wage, cleaning & clothing (uniform) allowances, cost of living, holiday pay, longevity and shift differential.

5/ This is due to disagreement on the numbers used for cost of living and holiday pay.

6/ The City's computation does not use any figure for Harper Woods and it uses the 1981-82 figure for Clinton Township.

Warren	29,325
Clinton Twp. (E-LBO)	29,763
ROSEVILLE (U-LBO)	28,664
Mt. Clemens	28,349
ROSEVILLE (E-LBO)	27,860
East Detroit	26,114

If the City's LBO is adopted, the panel finds that Roseville will rank 8th on the basis of total compensation. ⁷ If the Association's LBO is adopted, the panel finds that Roseville will rank 7th on the basis of total compensation.

COST OF LIVING

The Association provided data on the Consumer Price Index (CPI), ⁸ starting with the 1977-78 contract year and ended with the 1983-84 contract year. That information is:

	CPI	% Increase in CPI
1983-84	310.7	4.2%
1982-83	298.1	2.6%
1981-82	290.6	7.1%
1980-81	271.3	9.6%
1979-80	247.6	14.3%
1978-79	216.6	10.9%
1977-78	195.3	---

This data reveals a 59.1% increase from the 1977-78 contract year through the 1983-84 contract year. Based on the 59.1% difference, the Association contends that total compensation of firefighters has fallen behind because it has only advanced 36.2% over the same period. If the total compensation had kept pace, it continues, the 1983-84 firefighter base rate would be \$32,552. The City, however, notes that as to the 1977-78 to 1983-84 period, wages have kept apace of inflation because the 1977-78 base rate -- then \$17,296 -- has been increased by \$6,278 and this along with the COLA payments through those years amounting to \$4,047, provide the firefighter in 1983-84 (under the City's LBO) with \$108 more than the advances of inflation.

7 / This conclusion takes into account that both Clinton LBO's will place the 1983-84 rate for that community above either of the Roseville LBO's.

8 / Bureau of Labor Statistics, CPI-U 1978-1984, All Cities Average, 1967=100.

The City also contends that cost of living should not be judged over the period since 1977-78 because the parties negotiated the 1981-83 contract and apparently felt that it fairly addressed cost of living up to that point. As to the preceding one-year period, the Association contends that the 4.2% CPI increase is not compensated for by either of the LBO's. According to its calculations, the total compensation of its LBO (\$28,664) provides only a 3.4% increase while the City's LBO (\$27,860) provides only a .47% increase.

Also relevant is that the police officers had their COLA provision eliminated for 1983-84. The 312 Panel specifically noted that it took this action in light of the two-year wage package set by that award.

POSITIONS OF THE PARTIES

The Union argues that its 1983-84 offer should be adopted because it comes closer to compensating firefighters for the cost of living increases and it does a better job of returning Roseville to the third place position among comparable communities which it enjoyed in 1977-78.

The City contends that the evidence and equities favor acceptance of its offer because the City Council acted on the basis of the serious economic situation that year -- including the fact that Roseville had the highest rate of unemployment in Macomb county, because the 0% increase it offered is consistent with what was received by other City employees and the City has followed a historic pattern of treating all its employees equally and because there is no great difference in where the Union will rank among comparables regardless of which last best offer is awarded.

9/ The City did not argue inability to pay the Union demand for 1983-84 or for the other contract years before the panel. At the hearing, audited financial reports and City budgets were submitted and addressed in testimony. This material along with the City's lack of argument convince the panel that inability to pay is not in issue.

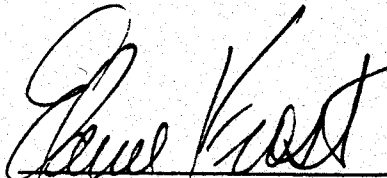
CONCLUSION

The economic situation within the City during 1983-84, the acceptance or imposition of a freeze on all other bargaining units and the lack of major distortion in the City's ranking among comparable firefighting units, cause a majority of the panel to accept the City's last best offer.

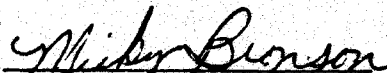
I. AWARD: Wages for July 1, 1983 - June 30, 1984

The City's last best offer is accepted.

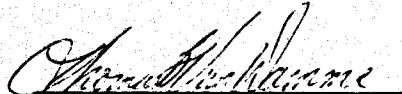
<u>Pipeman</u>	48 Months	23,574
<u>Fire Sergeant</u>		27,110
<u>Fire Inspector</u>		27,110
<u>Fire Lieutenant</u>		29,821
<u>Fire Captain</u>		31,610
<u>Fire Marshall</u>		32,803



ELAINE FROST
Impartial Chair



MICKEY BRONSON
Union Delegate
(Concur/~~Dissent~~)



THOMAS VAN DAMME
City Delegate
(Concur/~~Dissent~~)

March 13, 1985

II. WAGES: July 1, 1984 - June 30, 1985

UNION'S LAST BEST OFFER: 8% retroactive to 7/1/84

Result if accepted: Pipeman - 48 Months \$25,460

CITY'S LAST BEST OFFER: 6%

Result if accepted: Pipeman - 48 Months \$24,988

BASE WAGE

According to the Association, the respective base rates for firefighters in the comparable communities for 1984-85 are:

Clinton Township (U-LBO)	29,545
Sterling Heights	29,142
Warren	28,416
Harrison Township	28,028
Harper Woods	28,082
St. Clair Shores	27,649
Clinton Township (E-LBO)	27,268
ROSEVILLE (U-LBO)	25,460
ROSEVILLE (E-LBO)	24,988
Mt. Clemens	24,373
East Detroit	22,640

According to the City, the 1984-85 comparables wage rate average is \$26,423.¹⁰ This is \$1435 above its LBO and \$963 above the Association's LBO. According to the Association, its offer will leave the Roseville firefighter's base wage at least \$1,426 less than, which would be at least 5.6% less than, the average base wage. Under either LBO, Roseville will rank 7th.

The percentage increases paid to other Roseville collective bargaining units in 1984-85 were:

<u>Patrol</u>	Police	Local 520	Clerical	Supervisor
16.83%	<u>Sgts/Lts</u>	<u>GS-2</u>	<u>GSC-3</u>	<u>Group I</u>
	16.83%	6%	6%	6%
Act 312	Act 312	Negotiated	Negotiated	Negotiated

The Act 312 Police award accepted the Union's LBO which had been constructed by folding in the prior year's P.S.O. bonus of \$1,800 into the base and then applying certain percentage increases.¹¹ (The rejected City's offer would have set the base wage below actual earnings in 1982-83). The resulting 1984-85 base wage of \$28,245 is 8.7% greater than the total of \$24,176 (the 1983-84 base wage) and \$1,800.

Further base wage comparisons were drawn by the Association between Roseville firefighters and Roseville police officers, going back through 1977-78. The following figures result:

1984-85	<u>Police:</u>	28,245	<u>Fire:</u>	25,460 (U-LBO) or 24,988 (C-LBO)
1983-84		24,176		23,574
1982-83		24,176*		23,574
1981-82		22,595**		22,032
1980-81		20,729		20,213
1979-80		19,742		19,069
1978-79		18,802		18,161
1977-78		16,813		17,296

* Police received \$1,800 P.S.O. bonus beyond the base rate.

** Police received a \$1,500 P.S.O. bonus beyond the base rate.

¹⁰/ The City's computation does not use any figure for Harper Woods and it uses the 1981-82 figure of \$24,714 for Clinton Township.

¹¹/ This increase was "passed through" to the command officers by the Act 312 award in No. D83 C-707 (B. Stanczyk) which continued application of the traditional wage differential between command officers and the police officers.

TOTAL COMPENSATION

The parties disagree on the amount of total compensation provided by either LBO for 1984-85.¹² According to the City its LBO will provide \$29,698 in total compensation while the comparative Association figure comes to \$29,469.¹³ The comparative Association figure for total compensation of its LBO comes to \$30,005.¹⁴

According to the City, the average total compensation for the comparables is \$30,044 or \$29,841 (depending on inclusion or exclusion of Warren's advanced EMT bonus). This average is either \$346 or \$143 more than the total compensation provided by its LBO.¹⁵ The cities used in arriving at this average and the total compensation amounts used are, in ranked order:

Sterling Heights	32,634
Warren	32,574 (Includes 1,421 advanced EMT)
St. Clair Shores	31,871
Harrison Twp.	31,394
ROSEVILLE (C-LBO)	29,698
Mt. Clemens	28,349
Clinton Twp.	27,830
East Detroit	25,664

The Association's data for total compensation in 1984-85, is set forth below after adjustments to include food and uniform allowances and to exclude deductions for employee pension contributions. Totals are also provided which reflect employee pension deductions from that total compensation.

12/ The City uses the same set of components as used for its 1983-84 computations (see footnote 4). The Association, however, drops the uniform and food allowances and factors in the employee's pension contributions.

13 & 14/ The uniform allowance has been added to these comparative figures and no deduction has been made for pension contributions. The remaining difference between the total comparative figures for each party is due to use of different numbers for the cost of living and holiday pay.

15/ The City's computation does not use any figure for Harper Woods and it uses the 1981-82 figure for Clinton Township.

TOTAL COMPENSATION		TOTAL COMPENSATION LESS PENSION CONTRIBUTIONS	
Clinton Twp. (U-LBO)	33,589	Clinton Twp(U-LBO)	31,959
Sterling Hts.	32,634	Sterling Hts.	30,725
Warren	31,121	St. Clair Shores	29,909
St. Clair Shores	31,741	Warren	29,594
Harrison Twp.	30,894	Harrison Twp.	29,390
Harper Woods	30,685	Harper Woods	29,199
Clinton Twp (E-LBO)	30,400	Clinton Twp(E-LBO)	28,924
ROSEVILLE (U-LBO)	30,005	ROSEVILLE (U-LBO)	27,805
ROSEVILLE (E-LBO)	29,469	Mt. Clemens	27,798
Mt. Clemens	28,349	ROSEVILLE (E-LBO)	27,289
East Detroit	26,114	East Detroit	26,114

After adjusting the Association's figures (adding food and uniform allowances and ignoring employee pension contributions) and after recognizing that either of the Clinton LBO's will place the 1984-85 rate for that community above either of the Roseville LBO's, the panel concludes that Roseville's comparative ranking based on total compensation will be 7th under either offer for 1984-85. If, however, deductions for employee pension contributions are considered, the resulting totals will place Roseville 8th under the City's LBO and 7th under the Association's LBO.

COST OF LIVING

As previously noted under the Section on 1983-84, the Act 312 award on the police officers eliminated COLA for 1984-85 and the prior year because of the two-year wage package it granted.

POSITIONS OF THE PARTIES

The Union argues that acceptance of its LBO for 1984-85 will move the firefighters substantially closer to the average total compensation of the comparative communities even though they will remain ranked in seventh place.

16 / The Chair agrees with the City that the record provides no basis for determining the relative value of the different pension plans which result from the employee contributions in the comparable communities. Nor can it be determined what, if any, pension entitlements were given up by the firefighters in order to reduce employee pension contributions. The value, therefore, of comparing the amounts of total compensation less employee pension contributions is somewhat elusive. At the same time, however, this data has independent relevance to the amount of take-home pay in the respective units.

It also argues that Roseville firefighters earned 2.9% more than Roseville police officers in 1977-78 but will only earn 92.3% as much as a police officer even if its LBO's are accepted for 1983-84 and 1984-85.

The City argues that its LBO is fair because it moves the firefighters up one place in the rankings and narrows the gap with the comparable average to only \$143. Further, it claims its LBO continues the consistency between city employee units except for the unique, distinguishable situation with the police. Finally, it points out that the firefighters gained a holiday in 1984-85.

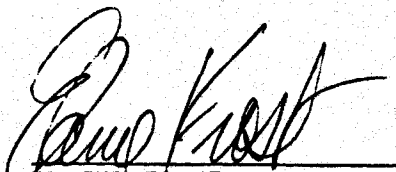
CONCLUSION

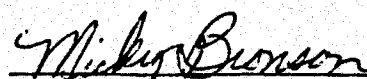
The LBO's of 6% and 8% are considered against an improved economic situation in the City and the facts that either LBO's will improve the ranking of Roseville firefighters from 8th to 7th. A majority of the panel concludes that the Union's last best offer should be accepted because it more fairly compensates firefighters for increases in the cost of living -- including the 4.2% for 1983-84 for which no base wage adjustment was earlier provided and an anticipated, similar increase for 1984-85; because it takes into account that the police officers received a generous 1984-85 wage adjustment and because it moves Roseville firefighters closer to the average wage of comparable communities.

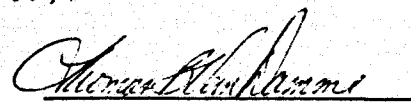
II. AWARD: Wages for July 1, 1984 - June 30, 1985

The Union's last best offer is accepted.

<u>Pipeman</u>	48 Months	25,460
<u>Fire Sergeant</u>		29,279
<u>Fire Inspector</u>		29,279
<u>Fire Lieutenant</u>		32,207
<u>Fire Captain</u>		34,139
<u>Fire Marshall</u>		35,428


ELAINE FROST
Impartial Chair


MICKEY BRONSON
Union Delegate
(Concur/Dissent)


THOMAS VAN DAMME
City Delegate
(Concur/Dissent)

March 13, 1985

17/ The T/A'd contract adds a holiday for seniority date of hire. (U#2 p. 16).

III. WAGES: July 1, 1985 - June 30, 1986

UNION'S LAST BEST OFFER: 7%

Result if accepted: Pipeman - 48 Months \$27,242
18

CITY'S LAST BEST OFFER: \$1,500

Result if accepted: Pipeman - 48 Months \$26,960

BASE WAGE COMPARISONS

Three comparable communities have settled firefighter base wages for
19' 1985-86. Along with the Roseville LBO's, the following data is revealed:

		Percentage increase over preceding year
20		
Harper Woods	30,442	5.5%
Harrison Twp.	30,257	6.02%
Warren	29,268	2.99%
ROSEVILLE (U-LBO)	27,242	7%
ROSEVILLE (C-LBO)	26,960	6%

If the 1984-85 wage rates (noted by *'s) for the other communities are combined with the limited 1985-86 data, the result is:

Harper Woods	30,442
Harrison Twp.	30,257
* Clinton Twp (U-LBO)	29,545
Warren	29,268
* Sterling Heights	29,142
* St. Clair Shores	27,649
* Clinton Twp (E-LBO)	27,268
ROSEVILLE (U-LBO)	27,242
ROSEVILLE (C-LBO)	26,960
* Mt. Clemens	24,373
* East Detroit	22,640

18/ This offer approximates 6% and is referred to by the parties in argument as if it were 6%. The form of the last best offer and the stipulation about the last best offer, however, are made in terms of a lump sum.

19/ Harper Woods has negotiated a base wage of \$29,627 for calendar year 1985 and \$31,256 for calendar year 1986. Harrison Township and Warren use the same contract year as Roseville does.

20/ The negotiated increase for Harper Woods for calendar year 1986 over calendar year 1985 is 5.5%. The difference between rates paid for the periods covered by Roseville 1985-86 and 1984-85 contract years, is an increase of 4.86%.

POSITIONS OF THE PARTIES

The Union contends that its 1985-86 LBO is necessary to keep Roseville from dropping in the rankings with comparable communities. It emphasizes that other communities such as Sterling Heights already receive over a thousand dollars more, in 1984-85, than Roseville firefighters could be paid in 1985-86 even if all three contract years were decided on the basis of Association LBO's.

The City counters that its offer will continue to close the gap between firefighters wages and the comparable averages and it can reasonably be expected to be given to all other employees in the City without layoffs.

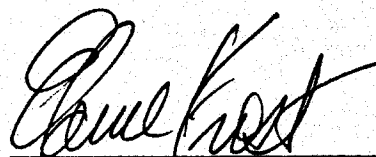
CONCLUSIONS

The majority of the panel has concluded that the City's LBO for 1985-86 should be adopted. This conclusion was based on the entire three-year wage package and took into consideration the fact that the COLA lump sum payment has been continued through 1985-86 and that the difference between the LBO's in question approximates \$300. The decision also took into account the fact that none of the percentage increases in comparable communities which have resolved their contracts for 1985-86 were greater than 6% so it was thought that the City's LBO would cause improvement in Roseville's relative ranking.

III. AWARD: Wages for July 1, 1985 - June 30, 1986

The City's last best offer is accepted.

<u>Pipeman</u>	48 Months	26,960
<u>Fire Sergeant</u>		31,004
<u>Fire Inspector</u>		31,004
<u>Fire Lieutenant</u>		34,104
<u>Fire Captain</u>		36,150
<u>Fire Marshall</u>		37,514

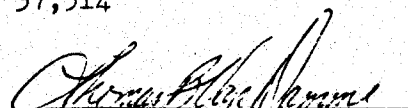


ELAINE FROST
Impartial Chair

March 13, 1985



MICKEY BRONSON
Union Delegate
(Concur/~~Dissent~~)



THOMAS VAN DAMME
City Delegate
(Concur/~~Dissent~~)

IV. Cost of Living

CURRENT LANGUAGE: Article VIII - ECONOMIC PROVISIONS:
Section 9, Cost of Living

Cost of Living will be computed on the existing schedule with the addition of the provision that payment will be based on the highest point reached in the national index during any given year. Payment to be paid on all hours worked. Cost of Living will be paid by the second pay in August. The Cost of Living Index used will be the U.S. Department of Labor Consumer Price Index United States City Average using 1967 = 100.

In addition to the above allowance for Cost of Living, the City agrees to pay a yearly payment, regardless of increase or decrease in the Cost of Living, of three hundred (\$300.00) dollars per year. This payment shall be paid with the Cost of Living in August of 1982.

Payment to be pro-rated for any employees who do not have one full year of service between July 1 and June 30 of any given year.

CITY'S LAST BEST OFFER: Effective 7-1-85
Article VIII - ECONOMIC PROVISIONS:
Section 9, Cost of Living

Cost of Living will be computed on the existing schedule with the addition of the provision that payment will be based on the highest point reached in the national index during any given year. Payment to be paid on all hours worked. Cost of Living will be paid by the second pay in August. The Cost of Living Index used will be the U.S. Department of Labor Consumer Price Index United States City Average using 1967 = 100.

Payment to be pro-rated for any employees who do not have one full year of service between July 1 and June 30 of any given year.

UNION'S LAST BEST OFFER: Status quo except change payment date from "August, 1982" to "August of each year."

The average COLA payments for the Roseville firefighters and other City bargaining units are set forth below:

	Pipeman	Police Patrol	Police Sgt/Lt	Local 520 GS-2	Clerical GSC-3	Supervisor Group I
1982-1983	534	476	473	466	463	478
1983-1984	717	0	878	574	562	602

All of these units, except the two police units, have a COLA provision which provides a lump sum payment of \$300. The Act 312 award for the police officers eliminated all COLA provisions for 1983-84 and 1984-1985. Although the police command officers do not receive the \$300 lump sum payment, the formula in their COLA provision results in a higher payment than what the firefighters have.

The formula in the current language has been in the contract for several years. The \$300 bonus, however, was new to the 1981-83 Agreement. The City has paid the firefighters this bonus for contract years 1983-84 and 1984-85.

POSITIONS OF THE PARTIES

The City contends that the \$300 lump sum should be eliminated because firefighters have received, on average, greater COLA payments than other City employees and because the police officers no longer receive the \$300 or any other form of COLA. Although the clerical union, supervisor's union and laborer's union still receive the \$300 bonus, it continues, their wages are considerably lower than the firefighters.


The Union argues that the lump sum COLA payment should not be eliminated because doing so would -- using the 1983-84 figures -- leave the firefighters with only \$417, which would be \$150 less than any other unit.

CONCLUSION

A majority of the panel concludes that the Association's last best offer should be accepted because most of the other City units receive it, because elimination of the police officer's \$300 lump sum payment was due to unique factors which compensated in wages for this loss and because the parties negotiated this lump sum in the last contract and circumstances have not changed substantially since that time.

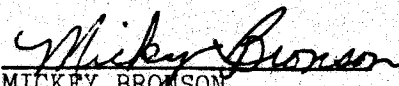
IV. AWARD: Cost of Living

The Association's last best offer is accepted. The contract language shall be changed from "August, 1982" to "August of each year."

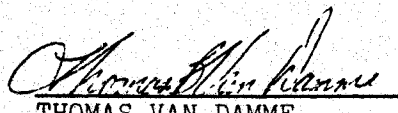


ELAINE FROST
Impartial Chair

March March 13, 1985



MICKEY BRONSON
Union Delegate
(Concur/Dissent)



THOMAS VAN DAMME
City Delegate
(Concur/Dissent)

V. PROMOTIONS

CURRENT LANGUAGE: Section 16, Seniority and Promotions:

In determining eligibility for promotion, 1/4 point shall be added to total final score for each year of employment with the city, with maximum points granted for seniority of 5 points.

UNION'S LAST BEST OFFER: Amend Article VII, Section 16 to read:

In determining eligibility for promotions, one (1) point shall be added to total final score for each year of employment with the city.

CITY'S LAST BEST OFFER: Status quo.

Promotion in Roseville is based 60% on a written examination and 40% on an oral examination with the addition of points for seniority based on the current formula. The Association provided testimony to question the validity of basing so much on an oral examination when there are no set guidelines for the questions asked or for the method of grading candidates and when there is nothing to safeguard candidates from having members on the oral board who know one or more of the candidates. The Association also provided testimony to the effect that years of experience is the most objective basis for judging a firefighter's abilities. The City disputed the contentions raised by the Association. Thus it offered evidence to demonstrate that the amount of education rather than years of experience is the best indicator of successful promotion. It also challenged the Association's witnesses who suggested that the oral examinations were too subjective.

The combinations of factors used to determine firefighter promotions in the comparable communities are set forth below.

	<u>Written Test</u>	<u>Oral Test</u>	<u>Seniority Credit</u>
Clinton Township	Yes	Yes	No
East Detroit	Yes (60%)	Yes (40%)	1 point per year no maximum
Harper Woods	Yes	Yes	$\frac{1}{2}$ point per year no maximum
Harrison Township	Yes	No	No
Mt. Clemens	Yes	No	No
ROSEVILLE	Yes (60%)	Yes (40%)	$\frac{1}{4}$ point per year 5 point maximum
St. Clair Shores	Yes	Yes	$\frac{3}{4}$ point per year no maximum
Sterling Heights			
(a) Sergeant, Training Instructor I, Fire Inspector I	Yes - if attain 70% then		Straight Seniority
(b) Lt., Capt., AA Chief, Training Instructor II, Fire Insp. II, Training Coordinator, Fire Marshall	Yes	No	1 point per year no maximum
Warren	No	No	Straight Seniority

The contracts covering Roseville police officers do not provide for any consideration of seniority in the making of promotions.

POSITIONS OF THE PARTIES

The Union contends the present system gives insufficient recognition to experience and that to remedy this deficiency the panel should adopt the alternative of one point per year, without limit. It also claims that the inadequate recognition of experience is made worse by the fact that the oral examination, which can be extremely subjective, is given such relative importance.

The Union points out that of the comparables all except Clinton Township, Harrison Township and Mt. Clemens give greater weight to seniority. And, it adds, East Detroit has exactly the combination which its LBO proposes.

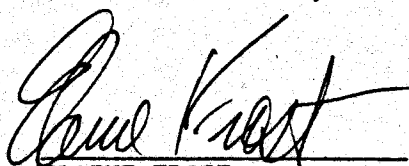
The City argues that the Union's criticism of the procedures followed and weight given to the oral examinations is unmerited and unsupported by the record. It continues that the only significant showing established by the evidence is that education and not "experience points" play an important role in an individual's qualifications to become an officer. In stressing education over experience, the City points out that East Detroit, unlike Roseville, requires a higher degree of education at the time of hire. Next, it points out that Roseville police officers are most similarly situated to unit members yet their promotions do not recognize seniority. Finally, it argues that the record does not establish why, if one-quarter point recognition of seniority is insufficient, that one point per year would be any better.

CONCLUSION

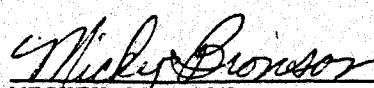
A majority of the panel adopts the City's last best offer because it is not persuaded that the current, negotiated system should be changed or that it should be changed as the Association desires. Further, it appears that changes in this section would be better handled through further negotiations where the parties might reconsider the value of seniority points in conjunction with establishing educational entrance requirements.

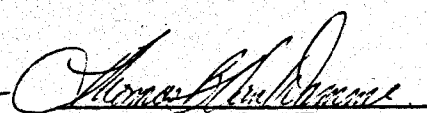
V. AWARD: PROMOTIONS

The City's last best offer of status quo is accepted.


ELAINE FROST
Impartial Chair

March 13, 1985


MICKEY BRONSON
Union Delegate
(Concur/Dissent)


THOMAS VAN DAMME
City Delegate
(Concur/Dissent)